

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**SETTLEMENT AGREEMENT IN FULL
AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release (hereinafter "the Agreement") is made and entered this 8th day of June, 2016, by and among [REDACTED] ("Aggrieved Party"); "Defendants," Todd Olds ("Defendant Olds"), Palmetto Park Estates, LLC ("Defendant Palmetto"), Thomas R. Goldstein, Esq. as representative attorney for John Doe ("Defendant Doe"); and the South Carolina Human Affairs Commission ("Plaintiff" or "SCHAC") on their own behalf and on behalf of all others released under Paragraph 2 hereof:

WITNESSETH:

WHEREAS the Aggrieved Party owned two mobile homes located in the mobile home park owned and operated by Palmetto Park Estates, LLC, subject to the rules and regulations of said park, and

WHEREAS, Aggrieved Party alleged that the Defendants were discriminating against her, and based on these allegations, the Plaintiff filed an Amended Complaint of Housing Discrimination on February 2, 2015, alleging that Defendants Olds, Palmetto, and Doe discriminated against her due to her National Origin in regards to the terms, conditions or privileges of the sale and/or rental of her dwelling, or in the provision of services or facilities in connection therewith ; and

WHEREAS, SCHAC investigated Aggrieved Party's complaint and found there may be reasonable grounds to believe that the *South Carolina Fair Housing Law* had been violated by one or more of the Defendants; and

WHEREAS, SCHAC filed a lawsuit in S.C. Court of Common Pleas, County of Charleston, on September 22, 2015, fashioned *South Carolina Human Affairs Commission v. Todd Olds, Palmetto Park Estates, LLC & John Doe*, alleging violations of the *South Carolina Human Affairs Law*, S.C. Code § 31-21-70, *et seq.* (the "Lawsuit");

WHEREAS, the Defendants timely Answered and Counterclaimed and deny any wrongdoing by any defendant; and

WHEREAS, SCHAC, the Aggrieved Party, and Defendants have resolved the claims brought by SCHAC in the Lawsuit; and

WHEREAS, SCHAC, the Aggrieved Party, and Defendants wish to dispose of all claims which Aggrieved Party or SCHAC may have against Defendants Olds, Palmetto, and Doe, and any claims that the Defendants may have against the Aggrieved Party or the South Carolina Human Affairs Commission;

NOW THEREFORE, for and in consideration of the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Aggrieved Party, South Carolina Human Affairs Commission, and Defendants Olds, Palmetto, and Doe agree as follows:

1. As consideration of the mutual releases given herein, and upon the execution and return of this Agreement by Aggrieved Party, the South Carolina Human Affairs Commission and the defendants, including John Doe through Thomas R. Goldstein, will pay Aggrieved Party an agreed upon sum, which will be kept confidential. In addition, the Defendant Palmetto Park Estates, L.L.C., will waive two (2) month's rent (June 2016 and July 2016) for Aggrieved Party at the mobile home lot located at 7008 Stall Road, Lot 6, North Charleston, South Carolina. The lump sum payment by Defendants along with the rent waiver by Defendant Palmetto will effect a full and final release of all claims that Aggrieved Party and SCHAC have or may have against Defendants Olds, Palmetto, and Doe arising out of the allegations contained in the aforementioned Amended Complaint. The terms of this Agreement are not to be construed as an admission of any liability, denied by all defendants, but rather is being made to end the expense and uncertainty of litigation and to acquire clear and marketable title to the two mobile homes that are the subject of this action.

2. In consideration of the payment described in paragraph 1 herein, the Aggrieved Party, on her behalf, and on the behalf of her dependents, heirs, executors, administrators, assigns, and successors, and each of them, and South Carolina Human Affairs Commission on its behalf and on behalf of its members, directors, officers, attorneys, employees, agents, insurers, and other representatives, hereby covenant not to sue and fully release, acquit, and forever discharge, Defendants Olds, Palmetto Park Estates, L.L.C., and Doe, their members, directors, officers, attorneys, employees, agents, insurers, and other representatives, and their heirs, executors, administrators, and assigns, from any and all claims, demands, actions, causes of actions, suits, damages, losses, expenses, and attorney's fees related to the matters raised in the Complaint filed by Aggrieved Party through SCHAC (referenced above herein), or by SCHAC against the Defendants (referenced above herein). In addition to the foregoing full, complete, and final release, the Aggrieved Party will by proper Assignment of Title and/or Bill of Sale convey, to Palmetto Park Estates, all her right title and interest in the 1973 National Homes Mobile Home currently situated on Lot 6 of Palmetto Park Estates, and shall vacate said mobile home, leaving all fixtures and appurtenant property properly connected and in good and proper working order. Palmetto Park Estates acknowledges that this Assignment of Title shall be accepted on an "As-is" basis, with no warranties, express or implied.

3. Within ten (10) days of this Agreement being executed, Defendant Palmetto Park Estates, L.L.C. will provide Aggrieved Party with the previously agreed upon amount at the following address: c/o [REDACTED], Esq., 1026 Sumter Street, Suite 101, Columbia, S. C. 29201. Additionally, Defendant Palmetto will not charge Aggrieved Party rent for the months of June and July 2016. The Aggrieved Party will depart Lot 6 on or before July 31, and provide keys to said mobile home to the Park Manager. Finally, all parties agree that there shall be no discrimination or retaliation of any kind against Aggrieved Party or any person who assisted SCHAC in the filings in this matter or in the SCHAC investigation or against any other person.

4. It is further agreed that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered an admission of liability or wrongdoing by any party being released, by whom all liability is expressly denied. It is further agreed that this Release sets forth the acceptance of the sum set forth hereinabove and is in full and final settlement

of any and all claims that the undersigned and/or her or their heirs, successors or assigns now have or may have in the future arising out of the aforementioned incident.

5. The provisions of this Receipt and Release are contractual and not merely a recital and may be used as a defense in any action or proceeding instituted or undertaken by the undersigned and/or her or their heirs, successors or assigns. This Agreement will be governed under the laws of the State of South Carolina.

6. This Agreement may be executed in any number of counterparts each of which, taken together, shall constitute one Agreement. A copy of a signature will be as binding as an original.

7. The provisions of this Agreement may only be amended, modified, or waived with the prior written consent of the parties hereto.

8. This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors, legal representative, and assigns.

9. The Aggrieved Party and/or SCHAC or the Defendants, reserve the right to commence, or recommence the complaint in court if the terms of this Settlement Agreement are not met by any party.

THE UNDERSIGNEDS STATE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND THAT THEY EXECUTE THE SAME AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF the parties hereto set their hands and seals the date first written above.



PALMETTO PARK ESTATES, LLC

By: [Signature]

Its: Member

B. TODD OLDS

[Signature]

SCHAC

By: [Signature]

Its: Commissioner

ON BEHALF OF JOHN DOE AND AS ATTORNEY FOR ALL DEFENDANTS:
THOMAS R. GOLDSTEIN, S.C. BAR #2186

[Signature]